

UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF WISCONSIN

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GEMEX SYSTEMS, INC. and ) UGTS, Inc., ) )	)
Plaintiffs, ) )	)
v. ) )	Case No.: 11-CV-00148
ANDRUS, SCEALES, STARKE & SAWALL, ) LLP, COOK & FRANKE, S.C., JEFFREY S. ) SOKOL, WESTCHESTER FIRE INSURANCE ) COMPANY, and ) ST. PAUL FIRE & MARINE INSURANCE ) COMPANY, ) )	)
Defendants. )	)

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**PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT**

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Pursuant to Federal Rule of Civil Procedure 56(a) and Civil Local Rule 56, Plaintiffs GemEx Systems, Inc. and UGTS, Inc. (collectively, "Plaintiffs") respectfully move the Court for summary judgment on Plaintiffs' negligence and breach of contract claims, and further, for summary judgment that Plaintiffs were not contributorily or comparatively negligent. More particularly, Plaintiffs respectfully request that the Court grant summary judgment that:

1. On Plaintiffs' negligence claims against Defendants Mr. Sokol and Andrus Sceales, both Mr. Sokol and Andrus Sceales:
  - (a) had an attorney client relationship with Plaintiffs,
  - (b) owed a duty to Plaintiffs to exercise reasonable care in representing Plaintiffs,
  - (c) breached that duty while Mr. Sokol was a partner at Andrus Sceales,
  - (d) resulted in damage to Plaintiffs; and
2. On Plaintiffs' negligence claims against Mr. Sokol and Cook & Franke, both Mr. Sokol and Cook & Franke:

- (a) had an attorney client relationship with Plaintiffs,
- (b) owed a duty to Plaintiffs to exercise reasonable care in representing Plaintiffs,
- (c) breached that duty while Mr. Sokol a shareholder at Cook & Franke, which
- (d) resulted in damage to Plaintiffs; and

3. On Plaintiffs' breach of contract claim against Mr. Sokol and Andrus Sceales, both Mr. Sokol and Andrus Sceales:

- (a) had a contract with Plaintiffs,
- (b) pursuant to that contract, had a contractual duty to exercise reasonable care in representing Plaintiffs, and
- (c) breached that duty while Mr. Sokol was a partner at Andrus Sceales, which
- (d) resulted in damage to Plaintiffs; and

4. On Plaintiffs' breach of contract claim against Mr. Sokol and Cook & Franke, both Mr. Sokol and Cook & Franke

- (a) had a contract with Plaintiffs,
- (b) pursuant to that contract, had a contractual duty to exercise reasonable care in representing Plaintiffs, and
- (c) breached that duty while Mr. Sokol was a shareholder at Cook & Franke,
- (d) resulted in damage to Plaintiffs; and

5. Plaintiffs are not contributorily or comparatively negligent.

**Furthermore, pursuant to Civil Local Rule 7(d), Plaintiffs respectfully request that the Court hear oral argument on this motion.** Plaintiffs believe that oral argument will provide a forum for the Court to sift and probe the issues involved with this motion.

Dated: December 27, 2012

FAEGRE BAKER DANIELS LLP

s/ Ari B. Lukoff

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